

WAIVER OF LIABILITY AND CONSENT AGREEMENT

In connection with Participant's participation in the **Summer Volleyball Clinic** on _____ at **Alameda Point Gym – 1101 W Redline Ave** (“Event”), organized by **Alameda High School Athletic Boosters**, a 501(c)3 non-profit organization (“Boosters”), Participant agrees to the following terms of this Waiver of Liability and Consent Agreement (“Agreement”).

1. RELEASE

Participant (together with any heirs, administrators, executors, guardians, assigns, and representatives (collectively, “Participant”), forever waives, releases, discharges, and covenants not to sue Alameda High School Athletic Boosters, its affiliates, officers, directors, agents, contractors, and employees, and their respective representatives, successors, and assigns (collectively, “Released Party”), from and against all claims for injuries, death, or property damages suffered as a result of or arising out of Participant's participation in the Event (“Claims”). Participant further waives, releases, and discharges the Released Party from and against all liability, including but not limited to, liability arising from the negligence or fault of the Released Party. Participant further waives all rights that Participant may have under all statutes or laws that purport to limit the scope of the release of liability under this Agreement, including waiving the protections of Section 1542 of the California Civil Code, which provides that a general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party. This Agreement may be pled as a full and complete defense to any Claim that may be instituted by the Participant or insurers.

2. PHOTO RELEASE

Participant authorizes the use of Participant's name, voice, and any photographs, likeness, images, and videos of Participant obtained in connection with Participant's participation in the Event, for educational, sports, and/or community informational purposes, including but not limited to posting on websites, social media and/or related publications.

3. MEDICAL CARE CONSENT

Participant authorizes Boosters to provide Participant with first aid or to obtain medical assistance, including transportation and emergency medical services. It is understood that the cost of such medical assistance is at Participant's expense. This consent does not impose a duty upon the Boosters to provide such medical assistance.

4. PARTICIPANT AND PARENT/GUARDIAN BEHAVIORAL AGREEMENT

Participant and Participant's parents/guardians agree to behave in a respectful manner conducive to modeling good sportsmanship and refrain from all conduct which tends to degrade, bait, intimidate or otherwise discredit players, opponents, officials, athletes or coaches. Participant acknowledges that Participant must follow AUSD/school behavioral policies.

Participant has read this Agreement and fully understands its terms. Participant understands that by signing this Agreement they are giving up certain legal rights. Participant understands that this Agreement is as broadly written and inclusive as legally permitted by the State of California. Participant agrees that if any portion of this Agreement is held invalid or unenforceable, Participant will continue to be bound by the remaining terms of this Agreement.

PARTICIPANT:

Signature:

Name (print):

I am the parent or legal guardian of the Participant. I have read this Agreement and understand the legal consequences of signing this Agreement, including releasing the Released Party from all liability on my and the Participant's behalf, waiving my and Participant's right to sue the Released Party, and assuming all risks of Participant's involvement in the Event. I allow Participant to take part in the Event. I understand that I am responsible for the obligations and acts of the Participant described in this Agreement. I agree to be bound by the terms of this Agreement.

Print Participant's Name and Age:

Signature of Participant's Parent or Legal Guardian:

Name (print):

Date:
